



CNR: KAHC010403812025

NC: 2026:KHC:37557-DB
RFA No. 1486 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 21ST DAY OF JULY, 2026

PRESENT

THE HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

THE HON'BLE MR. JUSTICE VENKATESH NAIK T
REGULAR FIRST APPEAL NO.1486 OF 2025 (SP)

BETWEEN:

SMT. G. ASHWATHAMMA
WIFE OF LATE SRI VENKATESH
AGED ABOUT 61 YEARS
RESIDING AT 12/1
NEW BINAMANGALA
OLD MADRAS ROAD
BENGALURU-560 038.

...APPELLANT

(BY SRI MANJUNATH G. KANDEKAR, ADVOCATE)

AND:

SMT. ANITHA MADHUSHREE N.
W/O. SRI S. NAGESH
AGED ABOUT 50 YEARS
RESIDING AT 657
TALUK OFFICE ROAD
NEAR KODANDARAMASWAMY TEMPLE
BANGARPET TOWN-563 114.

...RESPONDENT

(BY SRI K. VIJAYA KUMAR, ADVOCATE)

* * *

Digitally
signed by
RAKSHA
Location:
High
Court of
Karnataka



CNR: KAHC010403812025

THIS REGULAR FIRST APPEAL IS FILED UNDER SECTION 96 READ WITH UNDER ORDER XLI RULE 1 OF THE CIVIL PROCEDURE CODE, PRAYING TO ALLOW THE APPEAL AND SET ASIDE THE JUDGMENT AND DECREE DATED 22-4-2025 PASSED IN ORIGINAL SUIT NO.103 OF 2020, ON THE FILE OF THE ADDITIONAL SENIOR CIVIL JUDGE AND J.M.F.C., K.G.F., ITINERATE AT BANGARPET, AND CONSEQUENTLY, DISMISS THE SUIT OF THE PLAINTIFF.

THIS REGULAR FIRST APPEAL IS COMING ON FOR ORDERS, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MR. JUSTICE VENKATESH NAIK T

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE VENKATESH NAIK T)

This regular first appeal is filed challenging the judgment and decree dated 22.04.2025 in Original Suit No.103/2020 passed by the Additional Senior Civil Judge and Judicial Magistrate First Class, K.G.F., Itinerate at Bangarpet. The appeal was referred to the Mediation Centre for conciliation and a memorandum of settlement has been filed before the Court.



CNR: KAHC010403812025

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RFA No. 1486 of 2025**

2. Sri Manjunath G. Kandekar, learned counsel appearing for the appellant-defendant, and Sri K. Vijaya Kumar, learned counsel appearing for the respondent-plaintiff, along with their respective parties are present before the Court. The parties have also affixed their signature to the memorandum of settlement before the Mediation Centre. The terms of settlement are as follows:

"1. In Pursuant to the Judgment and Decree dated 22.04.2025 passed in O.S. No.103/2020, the respondent/plaintiff being the decree-holder has filed a execution petition in Ex. No.70/2025 on the file of the Principal Senior Civil Judge and JMFC at KGF, and in the said execution petition the Respondent herein has deposited a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs only) by way of Demand Draft bearing No.544802 dated 24.10.2025, towards the balance sale consideration in compliance with the decree.

2. During the pendency of the present appeal, the parties have amicably settled all their disputes. Under the settlement, the appellant has agreed to pay, and the respondent has agreed to receive, a total sum of Rs.55,00,000/- (Rupees Fifty-Five Lakhs only) towards full and final settlement of all claims arising out of the suit, the decree and the subject matter of the appeal.



CNR: KAHC010403812025

NC: 2026:KHC:37557-DB
RFA No. 1486 of 2025

3. In view of the settlement, the appellant has paid the settlement amount to the respondent as follows:

a) Rs.1,00,000/- (Rupees One Lakh only) paid by way of cash on 04.03.2026 along the pendency of the mediation.

b) Rs.15,00,000/- (Rupees Fifteen Lakhs only) paid by way of Demand Draft No.165510 dated 30.05.2026, drawn on Federal Bank Limited, Bengaluru, in favour of respondent;

c) Rs.15,00,000/- (Rupees Fifteen Lakhs only) paid by way of Demand Draft No.165553 dated 29.06.2026, drawn on Federal Bank Limited, Bengaluru, in favour of respondent;

d) Rs.15,00,000/- (Rupees Fifteen Lakhs only) paid by way of Demand Draft No.165554 dated 01.07.2026, drawn on Federal Bank Limited, Bengaluru, in favour of respondent; and

e) Rs.9,00,000/- (Rupees Nine Lakhs only) paid by way of Demand Draft No.165559 dated 06.07.2026, drawn on Federal Bank Limited, Bengaluru, in favour of Anitha Madhusri.

4. The respondent hereby acknowledges receipt of the entire settlement amount of Rs.55,00,000/- (Rupees Fifty-Five Lakhs only) in full and final settlement of all their claims against the appellant arising out of the Agreement of Sale dated 04.09.2019, O.S. No.103/2020, the Judgment and Decree dated 22.04.2025, and Execution Petition No.70/2025.



CNR: KAHC010403812025

**NC: 2026:KHC:37557-DB
RFA No. 1486 of 2025**

5. In consideration of the receipt of the aforesaid settlement amount, the respondent voluntarily and unequivocally relinquishes, waive and abandon all their rights, title, interest and claims in respect of the decree schedule property and undertake that they shall not hereafter claim any right, title, interest, possession, specific performance or any other relief in respect thereof.

6. The parties further agree that, in view of the amicable settlement, the Judgment and Decree dated 22.04.2025 passed in O.S. No.103/2020 by the Court of the Additional Senior Civil Judge and JMFC, KGF, be set aside, and consequently the suit for specific performance shall stand dismissed as settled out of Court.

7. The respondent further declare that upon receipt of the aforesaid settlement amount, she has no subsisting claim of any nature whatsoever against the appellant in respect of the suit transaction, the suit schedule property or the subject matter of the present appeal. Likewise, the appellant shall have no claim against the respondent in relation thereto.

8. The parties jointly undertake to withdraw and close Execution Petition No.70/2025 pending before the Principal Senior Civil Judge and JMFC, KGF, and consent for release/refund of the amount of Rs.15,00,000/- deposited by the decree-holder in Execution Petition



CNR: KAHC010403812025

No.70/2025, together with accrued interest, if any, in favour of the respondent.

9. Both the parties agree that the agreement for sale dated: 04.09.2019 would be rendered/cancelled.

10. Both the parties state that the rental agreement entered between the appellant and GPA Holder of the respondent would stand cancelled and physical possession of the suit schedule property is handed over to the appellant.

11. The appellant and respondent mutually agree and confirm that there are no subsisting claims, demands, or disputes against each other in respect of the subject matter of the present suit property including rental agreement.

12. The parties further submit that the present compromise has been entered into voluntarily, with free consent, and after fully understanding the terms and conditions herein. There is no coercion, undue influence, or misrepresentation by any party."

3. In view of the settlement recorded between the parties, memorandum of settlement is accepted. This regular first appeal is ***disposed of*** in terms of the memorandum of settlement.



**NC: 2026:KHC:37557-DB
RFA No. 1486 of 2025**

CNR: KAHC010403812025

4. Decree shall be drawn up accordingly.

5. Eligible Court-fee shall be refunded to the appellant on proper identification by the Registry.

6. Original documents, i.e. Exs.P2 to P18, shall be returned to the appellant, forthwith, on proper identification.

Pending interlocutory applications, if any, shall stand dismissed as they do not survive for any consideration.

**Sd/-
(ANU SIVARAMAN)
JUDGE**

**Sd/-
(VENKATESH NAIK T)
JUDGE**

KVK
List No.: 1 Sl No.: 17